



**Appendix D to DIR-TSO-3459  
INSTALLATION AND SERVICE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Sigma Surveillance, Inc. DBA STS360, with headquarters located at 1081 Ohio Dr. Suite 1, Plano, TX 75093 hereinafter called the "**Company**" and \_\_\_\_\_, with headquarters located at \_\_\_\_\_ hereinafter called the "**Customer**".

The System as described includes:

☐ Intrusion Detection ☐ Fire ☐ Access Control ☐ Video Surveillance ☐ Other \_\_\_\_\_

1. SCOPE OF WORK: The Company will: ☐ INSTALL ☒ SERVICE ☐ MAINTAIN as provided herein during the term of this Agreement :

☐ Intrusion Detection ☐ Fire ☐ Access Control ☐ Video Surveillance ☐ Other \_\_\_\_\_

(the "System") as described in the attached Exhibit at the following address: \_\_\_\_\_

CHECK AND INITIAL HERE IF THE SYSTEM IS OWNED BY THE:

☐ CUSTOMER or ☐ COMPANY \_\_\_\_\_ Authorized Party's initial

Unless otherwise specified in the Exhibit, all newly installed system components installed by the Company in connection with this Agreement shall have a warranty, for a period of one (1) year, against all defects in material and workmanship.

2. TERM, PAYMENT, RENEWAL: The Customer agrees to pay the following in accordance with Appendix A Section 8J of DIR Contract No. DIR-TSO-3459: (A paragraph must be checked and initialed by the Customer to be effective)

☐ \_\_\_\_\_ Authorized Party's initial

Installation: \$ \_\_\_\_\_  
\_\_\_\_\_ (service) \$ \_\_\_\_\_  
\_\_\_\_\_ (service) \$ \_\_\_\_\_

The Company shall be entitled to receive either a payment in full within thirty (30) days after completion and acceptance of the Scope of Work or, in the case of progress payments, within thirty (30) days after completion and acceptance of the work properly performed during the payment period specifically established in writing with the Customer prior to the commencement of work. Failure to make payments within ninety (90) days after the completion and acceptance of the Scope of Work or after the completion and acceptance of a progress period, shall provide the Company an option to terminate this agreement per the terms set forth below without prior notice.

☐ \_\_\_\_\_ Authorized Party's initial

SERVICE/EXTENDED MAINTENANCE FEE: \$ \_\_\_\_\_ per month (according to pricing detailed in Appendix C of DIR Contract No. DIR-TSO-3459), following the completion and acceptance of installation or connection to the Company's monitoring center. The term of this Agreement is \_\_\_\_\_ years. In addition, the Customer agrees to pay the pro rata share of the service charge for the month in which service commenced. Original term, renewal, service and payment therefore will be according to the terms and conditions as set forth in Appendix A of DIR Contract No. DIR-TSO-3459 and this Agreement.

3. GENERAL TERMS AND CONDITIONS: (A paragraph must be checked and initialed by the Customer to be effective)

This Agreement shall be governed by Appendix A of DIR Contract No. DIR-TSO-3459.



☐ \_\_\_\_\_ Authorized Party's initial

INSTALLATION OF SYSTEM / DELAY OF INSTALLATION / INTERRUPTION OF SERVICE: Any error or omission in construction or installation of System is deemed waived if not called to the attention of Company in writing within thirty (30) days after completion of installation.

Installation shall commence on or about [Click here to enter a date](#). And shall be substantially completed by [Click here to enter a date](#).

☐ \_\_\_\_\_ Authorized Party's initial

4. COMPANY LIABILITY: THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, OR OTHERWISE. THE COMPANY DOES NOT REPRESENT THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED, OR THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED.
5. LIMITATION OF LIABILITY: Limitation of liability shall be handled in accordance with Appendix A Section 10 of DIR Contract No. DIR-TSO-3459.
6. CUSTOMER-FURNISHED EQUIPMENT: If the System is Customer-owned, as reflected above and the Company has not agreed to service and maintain, the Customer shall have the sole responsibility for the operation of its equipment. The Company makes no representation or warranty regarding the Customer's System except to the extent contained in a System Purchase Order between the parties. The Customer shall furnish and maintain, at the Customer's sole expense, all equipment necessary for the connection of Customer-furnished equipment, including, but not limited to any computer equipment, firmware or software, cash registers, or automatic teller machines, to the System. The Company assumes no responsibility whatsoever for any modification, failure, defect, or malfunction of Customer-furnished equipment. The Company has the right to terminate service, without liability or penalty, in the event Customer-furnished equipment is not in good operating condition.  
  
Further, the Company assumes no responsibility for any failure of the System due to modification, upgrades and/or changes to Customer-furnished equipment and has the right to charge the Customer for necessary repairs and/or charges required to remedy such failure, or terminate service without liability or penalty.
7. CUSTOMER'S DUTIES AS TO THE USE OF SYSTEM: The Customer is responsible for testing and setting the alarm system on a daily basis. In the event of a defect or malfunction, the Customer shall notify the Company and, in the event the System is Company-owned or service and maintenance has been agreed to be provided, the Company shall repair such defect or malfunction within a reasonable time after receipt of such notice. The Customer is responsible for the repairs if the System is Customer-owned and service and maintenance have not been agreed to be provided. The Customer agrees to deactivate, remove or otherwise correct any condition of the premises which may interfere with the operation of the System during closed periods when the System is activated.
8. SERVICE/EXTENDED MAINTENANCE/ INSPECTIONS/ COST OF REPAIRS: If the Company has agreed to service and extended maintenance of the System, the Company shall, at its own expense, make repairs required as a result of ordinary wear and tear of the System, as soon as possible after receipt of notice from the Customer. In that instance, the Company's duty is to repair only the System under this Agreement. In the event the Company is sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions, or failing to close or properly secure a window, door or other protected point, or improperly adjusting monitors, cameras or accessory components, there shall be a service charge to the Customer in accordance with Appendix C of DIR Contract No. DIR-TSO-



3459.

9. PERMITS/ LICENSES: A permit or permits may be required by local ordinances before the police, fire or ambulance personnel will respond to emergency signals. It is the Customer's obligation to obtain and/or renew any required permits.
10. AUTHORIZED PERSONNEL: The Customer will furnish a current written list of the names, titles, and residence telephone numbers of all persons who are authorized by the Customer to communicate with the Company with regards to arming and disarming of the premises, and to which the Company is authorized to provide information of any type concerning the System or its operation. If required, all changes, revisions and modifications of the Customer's daily and holiday opening and closing schedules shall be made in writing.
11. SUSPENSION OR CANCELLATION OF THIS AGREEMENT / TERMINATION OF MONITORING SERVICE: This Agreement may be terminated in accordance with Appendix A Section 11B of DIR Contract No. DIR-TSO-3459.
12. ASSIGNMENT: The Company or Customer may assign this Agreement in accordance with Appendix A Section 4D of DIR Contract No. DIR-TSO-3459.
13. INDEMNIFICATION: Indemnification shall be handled in accordance with Appendix A Section 10A of DIR Contract No. DIR-TSO-3459.
14. CUSTOMER'S PURCHASE ORDER: DIR Contract No. DIR-TSO-3459 and this Agreement govern over any conflict between this Agreement and the Customer's purchase order or other document, made either prior or subsequent to this Agreement.
15. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Texas in accordance with Appendix A Section 4F of DIR Contract No. DIR-TSO-3459.
16. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: DIR Contract No. DIR-TSO-3459 and this Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified in writing signed by the parties or their duly authorized representatives.
17. SUBCONTRACTORS: The Customer acknowledges that the provisions of DIR Contract No. DIR-TSO-3459 along with this agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by company to provide maintenance, installation or service of the system installed and provided herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by them or their duly authorized representatives as of the date first written above.

Company: Sigma Surveillance, Inc. DBA STS360

By: \_\_\_\_\_

Authorized Signature

Name: \_\_\_\_\_



Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer's Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### Scope of Work

This Scope of Work is based on the Customer's current systems configuration and count as of the date of the Agreement, and assumes all existing equipment is functional. Any additional work can be done in accordance with Appendix C of DIR Contract No. DIR-TSO-3459 at the Customer's expense. And shall be approved by Customer prior to being performed.

The Company will require the system knowledge and assistance of the Customer coupled with our technical expertise to complete what is covered in this Agreement.

The entire Scope of Work to be performed is described in this Agreement and any other contractual documents executed in connection with the Scope of Work (the "Contract Documents"), shall set forth the agreement of the Company and the Customer. The Company agrees to furnish all things as indicated in the Contract Documents which are necessary to complete the work.

YES	N/A	Deliverable Item	YES	N/A	Deliverable Item
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
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## EXHIBIT B

### Bill of Materials

This bill of materials is provided by the Company in connection with the Scope of Work described in Exhibit A to the Agreement. (See below, or on the attached list.)

Line Item	Quantity	Part Number	Description
1			
2			
3			
4			
5			